



Sustainability Sign-up 2021

Official Rules

THIS PROMOTION MAY ONLY BE ENTERED IN OR FROM THE 48 CONTIGUOUS STATES AND D.C. ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED OUTSIDE OF THE 48 CONTIGUOUS STATES AND DC AT THE TIME OF ENTRY.

1. **ELIGIBILITY:** Sustainability Sign-Up 2021 (“Promotion”) is ONLY open to those individuals (“Participants”) who are 18 (eighteen) years of age or older as of the date of entry and who are legal residents of the 48 contiguous United States or District of Columbia (“Eligible Region”).

Employees, officers and directors of TerraCycle, Inc. ("Sponsor"), and their respective parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of Promotion materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to participate. By participating, Participants agree to these Official Rules, the decisions of the Sponsor, which are final and binding in all respects. Void outside of the Eligible Regions and where prohibited. All federal, state and local laws and regulations apply.

1a. **Specific Eligibility:** The Sustainability Sign-Up 2021 (“Promotion”) is open to all TerraCycle locations (“Eligible Locations”). You can sign up for free at www.terracecycle.com/brigades.

2. **PROMOTIONAL PERIOD:** The Promotion begins at 12:00am Eastern Time on November 1st, 2021 and ends at 11:59:59PM Eastern Time on December 31st, 2021 (“Promotion Timeline”).

3. **HOW TO ENTER:** The goal of the Promotion is for users to sign up for the Participating Recycling Program (“Participating Recycling Program”) during the Promotion Timeline. The list of Participating Recycling Programs is available on <https://www.terracecycle.com/en-US/contests/sustainable-sign-up>. The list will be updated each month with new Participating Recycling Programs. You may sign up for the Participating Recycling Program at no charge at



<https://www.terracycle.com/en-US/brigades>. Limit one sign-up per Participating Recycling Program per person. Email addresses entered are subject to end-user validation. All participants must have a valid email address. No automated entry devices, bots and/or programs permitted. Entries do not carry over from one week to the next.

4. **PRIZES:** Each participant who joins the Participating Recycling Program(s) will earn one hundred (100) TerraCycle points. Each TerraCycle point can be redeemed for payment of \$0.01 per point to the non-profit organization of your choice. For more information visit www.terracycle.com/en-US/about-terracycle/points. Bonus points will be credited to the Eligible Recycling Location's TerraCycle account no later than the end of the following month.

EACH PRIZE IS AWARDED WITH NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED BY SPONSOR OR PROMOTION PARTNER. Eligible Recycling Locations may not substitute, assign or transfer prizes or redeem prizes for cash, but Sponsor reserves the right, at its sole discretion, to substitute a prize (or portion thereof) with one of comparable or greater value. Eligible Recycling Locations will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the Prizes they received.

5. **GENERAL CONDITIONS:** Participation in Promotion and/or acceptance of prize constitutes each winner's permission for Sponsor to use his/her name address (city and state), likeness, photograph, picture, portrait, voice, biographical information, and/or any statements made by each winner regarding the Promotion or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, participants agree to release and hold harmless Sponsor, Promotion Partner and their advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, "Released Entities"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Promotion, or possession, acceptance and/or use or misuse of prize or participation in any Promotion-related activity and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action. Participants who do not comply with these Official Rules, or attempt to interfere with this Promotion in any way shall be disqualified. Sponsor is not responsible if Promotion cannot take place or if any prize cannot be awarded due to travel cancellations, delays, epidemics or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

6. **ADDITIONAL TERMS.** Any attempted form of entry other than as set forth in these Official Rules is prohibited; no automatic, programmed; robotic or similar means of entry are permitted.



Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Promotion, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Promotion. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Promotion should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud, epidemics or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Promotion. In such case, Sponsor will select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor.

Sponsor reserves the right, at its sole discretion, to disqualify any Participant it finds, in its sole discretion, to be tampering with the entry process or the operation of the Promotion or Promotion Website. Sponsor may prohibit any Participant from participating in the Promotion or winning a prize if, in its sole discretion, it determines that said Participant is attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Participants or Sponsor representatives.

CAUTION: ANY ATTEMPT BY AN PARTICIPANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Participants who engage in disruptive, annoying, harassing or threatening conduct or violate any rule, gain unfair advantage in participating in the Promotion, or obtain winner status using fraudulent means, in Sponsor's sole discretion, will be disqualified. Sponsor will interpret these Official Rules and resolve any disputes, conflicting claims or ambiguities concerning the Official Rules or the Promotion and the Sponsor's decisions concerning such disputes shall be final.

7. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES. IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE AND/OR FROM DOWNLOADING AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE PROMOTION. WITHOUT LIMITING THE FOREGOING, THIS PROMOTION AND ALL PRIZES ARE



PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

8. DISPUTES; GOVERNING LAW. The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Promotion. Any controversy or claim arising out of or relating to these Official Rules and/or the Promotion shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New Jersey, City of Trenton.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Promotion, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the city of Trenton in the State of New Jersey. The parties agree not to raise the defense of forum non conveniens.

9. USE OF DATA. Sponsor will be collecting personal data about Participants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at <https://www.terracycle.com/en-US/pages/privacy-policy>. By participating in the Promotion, Participants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

10. SPONSOR: TerraCycle, Inc., 1 TerraCycle Way, Trenton, NJ 08638.